

Amendment 376 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 376 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 16TH day of JUNE, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to assist Sound Transit and Scheidt and Bachmann in troubleshooting issues with Ticket Vending Machines (TVM) as detailed in *CR-12572 Troubleshooting with Scheidt and Bachmann On-Site v1.0* as approved by the Agencies on June 3, 2016.
- C. The Parties agree that the Work necessary to troubleshoot the Ticket Vending Machines (TVM) will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Business Analyst to complete the following:-

- 1.1 Vix development Business Analyst team lead will travel to Seattle from Perth, Australia to provide forty (40) hours of on-site Ticket Vending Machine (TVM) troubleshooting at Sound Transit headquarters located at 5th Avenue and Jackson Street, Seattle.
- 1.2 Vix development team lead will work with Vix Perth development team, Scheidt and Bachmann and Sound Transit to troubleshoot Ticket Vending Machine (TVM) device issues.
- 1.3 Troubleshooting effort will begin on June 13, 2016 and end on June 17, 2016.
- 1.4 Troubleshooting includes forty (40) hours.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 will be completed by June 17, 2016.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

Amendment No. 376

| LUMP SUM COST | |
|---|-----------------|
| To provide on-site support to assist Scheidt and Bachmann and Sound Transit troubleshoot TVM devices. | \$12,873 |
| TOTAL | |

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Seventy Six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 6/15/16

The Agencies

By: [Signature]
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 6/16/16